

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF MASSACHUSETTS (BOSTON)

In re:

Legacy Global Sports, L.P.

Debtor.

Chapter 7
Case No.:20-11157
(Jointly Administered)

**MOTION OF NISSAN MOTOR ACCEPTANCE CORPORATION FOR
RELIEF FROM THE AUTOMATIC STAY**

Nissan Motor Acceptance Corporation (“Movant”) a creditor in the above captioned Chapter 7 proceeding, moves this Court for an Order pursuant to 11 U.S.C. §362(d) for relief from the automatic stay of 11 U.S.C. §362(a) so that it may exercise its non-bankruptcy rights and remedies including taking possession and selling that property described as one (1) 2018 Nissan Sentra, VIN 3N1AB7APXJY256000 (the “Vehicle”) and other relief this Court deems just and proper. In support of its motion, Movant states the following:

1. On January 14, 2019, Movant extended a loan to New York Premier Soccer LLC in the amount of \$19,497.45 for the use of the vehicle (the “Loan”).
2. The Loan is secured by a duly executed a Simple Interest Retail Installment Contract with Arbitration Clause-New York (the “Security Agreement”). A copy of the Security Agreement is attached as Exhibit “A”.
3. There is no other collateral securing the Loan.
4. Movant is the current holder of the obligation secured by the Security Agreement. A true and correct copy of the Notice of Recorded Lien is attached as Exhibit “B”.
5. On May 20, 2020, Debtor filed a petition for relief under Chapter 7 of the United States Bankruptcy Code.
6. As of January 14, 2021, the total debt on the Vehicle is \$15,746.31.

7. As of January 14, 2021, there are payments due and owing to Movant for payments due April 28, 2020 through December 28, 2020 in the amount of \$368.52 each, for a total arrearage due in the amount of \$3,316.68, exclusive of attorney's fees and costs incurred in connection with this bankruptcy proceeding.
8. According to the N.A.D.A. Official Guide, the Retail Value of the Vehicle is \$15,300.00 (see attached Exhibit "C").
9. Movant estimates that the liquidation value is approximately \$15,300.00.
10. Movant is entitled to relief from the automatic stay for cause pursuant to 11 U.S.C. §362(d)(1) because Debtor has not made payments pursuant to the Security Agreement.
11. Movant is entitled to relief from the automatic stay for cause pursuant to 11 U.S.C. §362(d)(2) because there is no equity in the vehicle and the vehicle is not necessary for an effective reorganization.

WHEREFORE, Movant moves that the Court enter an Order granting relief from the automatic stay pursuant to 11 U.S.C. §362(d) so that it, and its successors and assigns, may proceed to exercise its rights pursuant to the Security Agreement, including the right to take possession of the Vehicle.

Nissan Motor Acceptance Corporation
By its attorneys,

Date: January 19, 2021

/s/ Brian M Kiser, Esq.
Brian M. Kiser, Esq., # 673022
Marinosci Law Group, P.C.
275 West Natick Road, Suite 500
Warwick, RI 02886
Telephone: (401) 234-9200
bkiser@mlg-defaultlaw.com
bkinquiries@mlg-defaultlaw.com

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CERTIFICATE OF SERVICE

I, Brian M Kiser, Esq., of Marinosci Law Group, P.C., do hereby certify that on January 19, 2021, I served a copy of the Motion for Relief from Automatic Stay and supporting documents on the attached service list by mailing a copy of same by first class mail, postage prepaid or other method specified on service list.

Signed this 19th day of January, 2021.

/s/ Brian M. Kiser, Esq.
Brian M. Kiser, Esq., #673022
Marinosci Law Group, P.C.
275 West Natick Road, Suite 500
Warwick, RI 02886
Telephone: (401) 234-9200
bkiser@mlg-defaultlaw.com
bkinquiries@mlg-defaultlaw.com

VIA ECF

Daniel C. Cohn, Esq., on behalf of Debtor
Jonathan Horne, Esq. on behalf of Debtor
John Fitzgerald, Esq., on behalf of the Assistant US Trustee
Harold B. Murphy, Esq., on behalf of the Trustee
Kathleen R. Cruickshank, Esq., on behalf of the Trustee
Joseph S.U. Bodoff, Esq. and Paula K. Jacobi, Esq., on behalf of Pro Hockey Development (2015), Inc;
Bay State Hockey, LLC; Super Series AAA, LLC; KMD Hockey, LLC; Lynch Hockey, LLC
Andrew G. Lizotte, Esq. on behalf of Trustee
Christopher J Battaglia, Esq., on behalf of Jefferson River Investors I LLC
Lawrence G. Green, Esq. and Thomas Reith, Esq., on behalf of Joseph M. Bradley, Peter D. Bradley
and Alexander Zecca
Anthony L. Gray, Esq., on behalf of William Brandt, Lori Brown, Kathleen Holley and Matt Snyder
Mitchell J. Levine, Esq., on behalf of CAB West LLC
Ryan D. Sullivan, Esq., on behalf of Kimberly Casper
James M. Liston, Esq. on behalf of Neil Holloway

Martin A. Mooney, Esq., on behalf of Honda Financial Services dba American Honda Finance Corporation

Frank McGinn, Esq., on behalf of Iron Mountain Information Management, Inc.

VIA US MAIL

New York Premier Soccer, LLC
557 East Ridge Road
Buffalo, NY 14221

Scott Wilson
408 Summit Ave.
Westfield, NJ 07090

Jason Murphy
85 Candia Road
Manchester, NH 03109

The Siegfried Group,
LLP
c/o Richard G. Placey
Montgomery,
McCracken, Walker &
Rhoads,
1105 N. Market Street,
Suite 1500

Legacy Global Sports, L.P.
77 Sleeper Street
Boston, MA 02210

Wilmington, DE
19801

Melanee Chmiel
11494 Balsam Way
Woodbury, MN 55124

The Siegfried Group,
LLP
c/o William J. Ulrich
Vice President, Legal
& HR
1201 N. Market Street,
Suite 700
Wilmington, DE
19801

Lama Chebaclo
4511 Morrland Ave
Edina, MN 55424

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4511 Moorland Ave
Edina, MN 55424

Lukas Havlicek
Pod Kaplickou 378
250 72 Predboj
Czech Republic

Craig Jalbert
Verdolino & Lowey, P.C.
124 Washington Street
Foxboro, MA 02035

Paul E. Saperstein Co., Inc.
Auctioneers/Appraisers
c/o Michael Saperstein
148 State Street
Boston, MA 02109

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**ORDER RE: MOTION OF NISSAN MOTOR ACCEPTANCE CORPORATION
FOR RELIEF FROM THE AUTOMATIC STAY**

Nissan Motor Acceptance Corporation ("Movant"), by and through its attorneys, Marinosci Law Group, P.C., having filed for Relief From Stay regarding personal property described as one (1) 2018 Nissan Sentra, VIN 3N1AB7APXJY256000 (the "Vehicle"), notice having been given and good cause appearing therefore, it is hereby ORDERED that the Motion of Movant for Relief From Stay is allowed and Movant is granted relief from the automatic stay pursuant to 11 U.S.C. §362(d) so that it, and its successors and assigns, may proceed to exercise its rights pursuant to the Security Agreement and applicable state and federal law, including the right to take possession of and sell the Vehicle. This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Bankruptcy Code.

At _____ this _____ day of _____, 2021.

U.S. BANKRUPTCY JUDGE

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BUYER'S NAME NEW YORK PREMIER SOCCER		DATE OF CONTRACT 01/14/19	
BUYER'S RESIDENCE OR PLACE OF BUSINESS 2809 WEHRLE DR #8 WILLIAMSVILLE		COUNTY ERIE	ZIP CODE NY 14221
CO-BUYER'S NAME AND ADDRESS		COUNTY	ZIP CODE

In this contract the words "we", "us" and "our" refer to the creditor (Seller) named below and, after an assignment of this contract, will refer to the assignees of the contract. The words "you" and "your" refer to the buyer and co-buyer, if any, named herein. The Seller intends to sell this contract to Nissan Motor Acceptance Corporation ("NMAC").

Seller sells you the vehicle described below on credit. The estimated credit price is shown below as the "Total Sale Price". The "Cash Price" is also shown below. By signing this contract you agree to pay the "vehicle" on credit and agree to pay as the amount financed and other charges according to the terms and agreements shown on the face and back of this contract. If this contract is signed by a buyer and co-buyer, each is individually and together responsible for all agreements in the contract.

YEAR	NEW / USED	MAKE/TRADE NAME	CYL.	BODY STYLE	MODEL	TO NUMBER
2018	XX	NISSAN	4	4DR	SENTRA	3N1AB7APXJY256000
TRADE-IN DESCRIPTION MODEL: N/A						
USE FOR WHICH PURCHASED: <input checked="" type="checkbox"/> PERSONAL, FAMILY, HOUSEHOLD <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL						

STATEMENT OF INSURANCE

You have the option to obtain the required coverages, and any optional coverages you desire, from a person of your choice and through any insurance company authorized to transact business in New York, or through existing policies owned or controlled by you.

VEHICLE INSURANCE

Required Coverages

You are required to maintain insurance on the vehicle for at least collision (\$ deductible) and comprehensive (\$ deductible), or equivalent coverages, until you pay off this contract.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

CREDIT INSURANCE

Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the extra cost. If you purchase Credit Life Insurance, it will pay the balance that would be owing if all payments as originally scheduled have been timely made as of the death of the named insured and the cause of death is not excluded, up to a maximum of \$ N/A. If you purchase Credit Disability Insurance, it will pay the payments as originally scheduled up to a maximum of \$ N/A per month while the named insured is disabled as defined in the policy, subject to the minimum disability period and up to a maximum amount of \$ N/A. The policies or certificates issued by the company will more fully describe all the terms and conditions. These coverages are available from N/A (name of company) of N/A (home address) for the premium shown below. You want:

Type of Coverage	Term	Premium
<input type="checkbox"/> Credit Life (Buyer only)	<u>N/A</u> mos.	\$ <u>N/A</u>
<input type="checkbox"/> Joint Credit Life (Buyer and Co-Buyer)	<u>N/A</u> mos.	\$ <u>N/A</u>
<input type="checkbox"/> Credit Disability (Buyer only)	<u>N/A</u> mos.	\$ <u>N/A</u>
<input type="checkbox"/> Joint Credit Disability (Buyer and Co-Buyer)	<u>N/A</u> mos.	\$ <u>N/A</u>

TOTAL CREDIT INSURANCE PREMIUMS: \$ N/A 71**

OTHER OPTIONAL INSURANCE

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

Type of Coverage	Term	Premium
Provider Name: <u>N/A</u>		
Address: <u>N/A</u>		
<input type="checkbox"/> <u>N/A</u>	<u>N/A</u> mos.	\$ <u>N/A</u>
Provider Name: <u>N/A</u>		
Address: <u>N/A</u>		

TOTAL OTHER OPTIONAL INSURANCE PREMIUMS: \$ N/A 71**

You want the credit and/or other optional insurance checked above. We will apply for this insurance on your behalf.

SIGNATURE: N/A SIGNATURE: N/A

BUYER: N/A CO-BUYER: N/A

GAP AGREEMENT (OPTIONAL)

A GAP Waiver Agreement is a GAP Insurance Agreement is not required to obtain credit and will not be provided unless you sign and agree to pay the cost indicated below.

This GAP Agreement is available from N/A (name of provider) of N/A (provider's address) for the amount shown below. The contract or certificate issued by the provider will more fully describe all the terms and conditions of this GAP Agreement.

Term: N/A months Cost: \$ N/A

Any Seller-provided GAP Agreement is attached as part of this contract. Buyer and Co-Buyer want this GAP Agreement.

BUYER: N/A CO-BUYER: N/A

SERVICE, MAINTENANCE AND RELATED AGREEMENTS

No service contract or maintenance contract is required to purchase or obtain financing for a motor vehicle. These are options which are fully detailed in the contracts or certificates describing them. Please read those documents before signing this contract. If you select any of these items by signing below, the cost is included in the Amount Financed under this contract. Seller may retain or receive a portion of these amounts.

1.	2.	3.	4.	5.	6.
Deductible \$ <u>N/A</u> Term <u>N/A</u> Months or <u>N/A</u> Miles Cost \$ <u>N/A</u>	Deductible \$ <u>N/A</u> Term <u>N/A</u> Months or <u>N/A</u> Miles Cost \$ <u>N/A</u>	Deductible \$ <u>N/A</u> Term <u>N/A</u> Months or <u>N/A</u> Miles Cost \$ <u>N/A</u>	Deductible \$ <u>N/A</u> Term <u>N/A</u> Months or <u>N/A</u> Miles Cost \$ <u>N/A</u>	Deductible \$ <u>N/A</u> Term <u>N/A</u> Months or <u>N/A</u> Miles Cost \$ <u>N/A</u>	Deductible \$ <u>N/A</u> Term <u>N/A</u> Months or <u>N/A</u> Miles Cost \$ <u>N/A</u>

Buyer and Co-Buyer want: 1. N/A 2. N/A 3. N/A 4. N/A 5. N/A 6. N/A

BUYER: N/A CO-BUYER: N/A

DISCLOSURES PURSUANT TO TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE
(The cost of your credit as a yearly rate.) 4.98 %

FINANCE CHARGE
(The dollar amount the credit will cost you.) \$ 2613.75

Amount Financed (The amount of credit provided to you or on your behalf.) \$ 19497.45

Total of Payments (The amount you will have paid after you have made all payments as scheduled.) \$ 22111.20

Total Sale Price (The total price of your purchase on credit, including your downpayment of \$ 6.00.) \$ 22111.20

Payment Schedule. Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	PAYMENTS ARE DUE
One Payment of \$ <u>N/A</u>	On <u>N/A</u>	<u>N/A</u>
<u>N/A</u> Payments of \$ <u>N/A</u>	Monthly, Beginning	<u>N/A</u>
60 Payments of \$ 368.52	Monthly, Beginning	02/28/19
One Final Payment of \$ <u>N/A</u>	On <u>N/A</u>	<u>N/A</u>

SECURITY INTEREST: You are giving a security interest in the vehicle being purchased. **LATE CHARGE:** If payment is more than ten days late, you will be charged \$10. **PREPAYMENT:** If you pay early, you will not have to pay a penalty. See the reverse side of this contract for additional provisions about prepayment, default, any required repayment in full before the scheduled date and security interests.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price (incl. Acc.) \$ 17713.00 (1)

2. Doc. Fee \$ 75.00 (2)

3. N/A \$ N/A (3)

4. Subtotal (1+2+3) \$ 17788.00 (4)

5. Downpayment

A. Trade-in (Gross Value) \$ N/A (A)

B. Less Trade-in Payoff paid to N/A \$ N/A (B)

C. Net trade-in allowance (A-B) \$ N/A (C)

D. Cash Downpayment at Closing \$ N/A (D)

E. Rebate type (if any) N/A \$ N/A (E)

F. Total Cash Downpayment (D+E) \$ N/A (F)

Total Downpayment (C+F) \$ 0.00 (5)

B. Balance Owed to Seller For Above Goods and Services (4-5) \$ 17788.00 (6)

7. Amounts paid to others on your behalf:

Paid to Public Officials:

A. License \$ N/A (A)

B. Registration \$ 90.50 (B)

C. Certificate of Title \$ 50.00 (C)

D. Sales Tax \$ 1556.45 (D)

E. Taxes not included in Cash Price \$ N/A (E)

F. New York Waste Tire Management Fee \$ 12.50 (F)

G. N/A \$ N/A (G)

Paid to Ins. Cos. per Statement of Ins. (Seller may retain or receive a portion of these amounts):

H. *Total Credit Insurance \$ N/A (H)

I. *Total Other Optional Insurance \$ N/A (I)

J. N/A \$ N/A (J)

Other (Seller may retain or receive a portion of these amounts):

K. Paid to N/A \$ N/A (K)

L. Paid to N/A \$ N/A (L)

M. Paid to N/A \$ N/A (M)

N. Paid to N/A \$ N/A (N)

O. Paid to N/A \$ N/A (O)

P. Paid to N/A \$ N/A (P)

Q. Paid to N/A \$ N/A (Q)

R. Paid to N/A \$ N/A (R)

Total Other Charges (Add items 7A through 7R) \$ 1709.45 (7)

8. AMOUNT FINANCED (6+7) \$ 19497.45 (8)

SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING DISCLAIMER OF WARRANTIES, WHICH ARE A PART OF THIS CONTRACT.

Agreement to Arbitrate: By signing below, you acknowledge that this contract contains an arbitration clause and that you have read it. READ THE ARBITRATION CLAUSE ON THE REVERSE SIDE BEFORE SIGNING HERE.

Buyer signature: [Signature] Co-Buyer signature: N/A

The Annual Percentage Rate May Be Negotiable With The Dealer.

BUYER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT WITH NO BLANK SPACES. NOTICE TO THE BUYER - 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. 3. UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE CREDIT SERVICE CHARGE; (B) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT; (C) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED. 4. ACCORDING TO LAW YOU HAVE THE PRIVILEGE OF PURCHASING THE INSURANCE ON THE MOTOR VEHICLE PROVIDED FOR IN THIS CONTRACT FROM AN AGENT OR BROKER OF YOUR OWN SELECTION. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

RETAIL INSTALLMENT CONTRACT

Buyer sign here [Signature] Co-Buyer sign here N/A

Address: 2809 WEHRLE DR #8 WILLIAMSVILLE NY Zip 14221 Phone N/A H/A Zip H/A Phone H/A

Seller's Name: WEST HERR NISSAN OF WILLIAMSVILLE Seller's Address: 8137 MAIN STREET WILLIAMSVILLE, NY 14221

Seller may assign this contract and may retain or receive a portion of the Finance Charge. By [Signature]

Seller assigns this contract, if accepted, to ☒ NMAC ☐ N/A

EXHIBIT B

New York State Department of Motor Vehicles

NOTICE OF RECORDED LIEN

ID Number Year Make
3N1AB7APXJY256000 2018 NISSA

NISSAN MOTOR
ACCEPTANCE CORP
PO BOX 254648
SACRAMENTO CA 95865

2840 GAS 4 4DSD BK
Wgt /Lgth. Fuel Cyl/Prop Body/Hull Color

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

OWNER

NEW YORK PREMIER
SOCCER LLC
2809 WEHRLE DR #8
WILLIAMSVILLE NY 14221

ADDITIONAL LIENHOLDERS

The following information applies only to the lienholder shown in the box above.

- ☐ Our security interest in the vehicle, boat or manufactured home described in this notice has been satisfied.
- ☐ We have assumed ownership of this vehicle, boat or manufactured home. We are transferring ownership to:
- ☐ We have assigned our security interest in this vehicle, boat or manufactured home to:

Lien Filing Code

Name Date of Assignment

No and Street

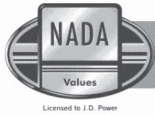
City State Zip

Authorized Signature Date

If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle, boat or manufactured home, give the transferred Title AND this original Notice of Recorded Lien to the new owner. To obtain a lien-free Title before then, return your current Title, this original Notice of Recorded Lien and a \$20.00 fee to: NYS DMV, Title Bureau, 6 Empire State Plaza, Albany NY 12228-0330 (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

If you cannot locate the Title for the vehicle, boat or manufactured home, you must apply for a duplicate. You may apply for a duplicate by completing form MV-902 (available at a DMV office or on our web site at www.dmv.ny.gov) and mailing it with a \$20.00 check or money order AND this original Notice of Recorded Lien to the DMV Title Bureau at the above address.

If your address has **not** changed since you last registered the vehicle and your registration shows your current address, you may be able to apply for a duplicate title on line. For more information, please visit www.dmv.ny.gov.



Vehicle Information

EXHIBIT C

Vehicle: 2018 Nissan Sentra Sedan 4D SR 1.8L I4
Region: New England
Period: October 26, 2020
VIN: 3N1AB7APXJY256000
Mileage: 42,500
Base MSRP: \$20,370
Typically Equipped MSRP: \$21,395
Weight: 2,904



NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Monthly				
Trade-In				
Rough	\$10,650	N/A	N/A	\$10,650
Average	\$11,775	N/A	N/A	\$11,775
Clean	\$12,675	N/A	N/A	\$12,675
Clean Loan	\$11,425	N/A	N/A	\$11,425
Clean Retail	\$15,300	N/A	N/A	\$15,300

Selected Options

	Trade-In/Loan	Retail
Aluminum/Alloy Wheels	w/body	w/body
Fog Lights	w/body	w/body
Heated Exterior Mirrors	w/body	w/body
Heated Front Seats	w/body	w/body